



## **Evans Water and Sewer Board**

Evans Community Complex  
Council Chambers  
1100 37<sup>th</sup> Street, Evans, Colorado

Time and Date: February 18, 2021 @ 3:30 p.m.

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### **1. ROLL CALL**

Chairman: Jeff Oyler  
Vice-Chairman: Glenn Snyder  
Commissioners: Randy Blewer  
Brett Bloom  
Michael Thuener

#### **Ex-Officio Members:**

Mayor: Brian Rudy  
City Manager: Jim Becklenberg

#### **City Staff:**

Randy Ready, Public Works Director  
Scott Krob, City Attorney  
Robby Porsch, Wastewater Superintendent

### **2. APPROVAL OF MINUTES**

Approval of minutes from 01.21.2021 regular board meeting

### **3. OTHER ITEMS**

- a. Water Law Part II – Scott Krob, City Attorney
- b. Discussion of Draft Amendment to Greeley Ashcroft Draw List Station
- c. Source Sampling Update



## Evans Water and Sewer Board

Evans Community Complex  
Council Chambers  
1100 37<sup>th</sup> Street, Evans, Colorado

Time and Date: January 21, 2021 @ 3:30 p.m.

### 1. ROLL CALL – 03:30 pm

Chairman: Jeff Oyler – present  
Vice-Chairman: Glenn Snyder – present  
Commissioners: Randy Blewer – not present  
Brett Bloom – present  
Michael Thuener – not present

#### Ex-Officio Members:

Mayor: Brian Rudy – not present  
City Manager: Jim Becklenberg – not present

#### City Staff:

Randy Ready, Public Works Director  
Scott Sandridge, Operations & Parks Manager  
Rick Pickard, Senior Civil Engineer  
Anne Best Johnson, Community Development Director  
Mark Oberschmidt, City Engineer

### 2. APPROVAL OF MINUTES – 03:39 pm

Approval of minutes from 12.17.2020 regular board meeting

**\*\*Motion to approve minutes. Second. Passes unanimously.**

### 3. OTHER ITEMS – 03:40 pm

#### Water Distribution and Conservation Updates

- A. Introduction of Bret Kelso, Water Foreman (Scott Sandridge) – 03:40 pm  
Scott Sandridge reviews job duties of Water Foreman: Insuring water quality via testing and reporting, system maintenance, non-potable water functions, etc. Bret introduces himself, job history and qualifications.

Comment: We need someone to keep track of how much is going into the non-potable system. Just to make sure we stay right side up. We can't be losing money on that.

Question: Have we been paying someone to test the backflow systems?

Answer: In the past we contracted with a local licensed backflow tester. Now we don't have to do that because Bret can do that.

- B. 2020 Water Treatment Cap Status (Rick Pickard) – Attachment 1 – 03:48 pm  
Finals numbers: 9% higher than we were last year. Probably attributable to the hotter, drier year that we had. Growth also, but mostly just hotter and drier. We made it within 0.7% of our cap with Greeley. That's 19.3 af below the cap.

In 2021 the most significant thing we can do is the completion of the Tract O non-potable system. Initially we're thinking we'll save about 70 af. If we combine that

with our projections for 2021, we should come in below the cap again next year. If things go as projected, in 2023 we will be a small amount over the cap.

We are also trying to work on water efficiency projects. Excited to be able to cut down on water usage with a primary focus on outdoor water usage. We're trying to come up with a matrix that shows us how much we saved—something that will help us establish value. Will also continue promoting non-potable systems to new developments.

We are also looking at a leak and repair program. Contractor uses ultrasound to hear where and how big the leaks are, so that we can repair them and stop losing water that we don't even see. Also working on a cooperation with Central Weld to maybe buy potable water from them. If we buy from them, then we buy less from Greeley, which would keep us below the cap. Hopefully by 2023, when we're ready to renew our contract with Greeley, we will have that ready to go.

Question: Will Central Weld take care of the east side of town?

Answer: Greeley will serve that area. Our main connections with Central Weld will be south of the river and on the west side of town. They have the desire to sell us water at a cheaper rate than Greeley. This whole conversation started because they are also partners in NISP. They are planning a satellite treatment plant. Pipelines and storage tanks have all been discussed. Hopefully at the next board meeting we can give an update on this.

Question: What does Greeley say about this?

Answer: Current IGA says that we can only buy water from Greeley. We talked to them and asked if it would be a problem for us to buy water from other sources. They said we are their only municipal client who doesn't buy from other sources. We will just need to make an adjustment to our contract with them.

Question: I noticed there was a lawsuit filed on the NISP project.

Answer: Yes, Save the Poudre, and ShadowFax filed a lawsuit against the Larimer County 1041 plan. To quote the paper, it's a bunch of crap. Another lawsuit has already been thrown out. We expect this one to be thrown out too. We've been successful with all the other cases so far. ROD will come down near the end of February, beginning of March, and it will be very difficult to contest.

- C. Initiation of the Water Efficiency Plan (Anne Best Johnson) – **04:00 pm**
  - D. WaterNow Alliance Grant Update (Anne Best Johnson) – Attachment 2
  - E. Implementation of the CDBG Fixture Replacement Program (Anne Best Johnson)
- Brief introduction of Anne by Randy Ready.

Anne reviews water conservation and land use guideline integration. See .pptx presentation for details. Evans wants to grow efficiently. We are going to look at our growth and growth management from the point of view of our current

infrastructure and where we can grow. Water is the biggest factor in development in the Evans area.

Reviews steps in process: vision, opportunities, recommendations, and implementation. Reviews components of good development: increase water efficiency/decrease consumption. 40% of the treated water in Evans is consumed between May and October for outdoor use. Non-potable water only accounts for about 8% of the water used in the City. These are very important numbers; we are looking for ways to maximize stewardship.

Reviews implementation strategies. Reviews WEP first phase. Water audits, leak detection and repair, rebates and retrofits, replacement vouchers, etc. Vouchers don't work statistically, so we will be using a direct replace program instead. According to Nationwide, that's the recommended best practice. Applied for Weld County CDBG to help us implement the three items in blue on the page. After that, we have a bunch of good ideas that need to be integrated into our Code and water conservation policies. Community Development is totally behind this effort.

Question: What are the ideas to implementing rebates? To get low-flow fixtures in?

Answer: We are working on a WaterNow Grant application. I contacted Aurora Water—they work with the local youth corp, who are trained to do that. We are thinking about hiring qualified reviewers to qualify houses. Then that household will come to us and sign up for an audit. Then the youth corp will do the installation. We are also going to design a kit for other households that do not qualify for the low-income free audits.

Question: What liability does Evans have if they send in people to replace fixtures?

Answer: It will be a gift. Part of the liability will be ironed out as we develop the program.

### **Other Major Project Updates**

- F. Idaho Street CDBG Project, Waterline and Stormwater (Mark Oberschmidt) – Attachment 3 – **04:20 pm**  
Have applied for money to construct waterline, storm sewer, and pave Idaho street. We want to get some of our dirt roads paved, but before we do what, we need to replace the infrastructure under them. The developer on the corner of Idaho and 42<sup>nd</sup> will help contribute to this. We are still hashing out the details, but we are planning to build part of this this year, and then come back for more funding later.
- G. Tuscany Non-Potable System Construction (Mark Oberschmidt) – **04:22 pm**  
Tuscany Tract O is being built now. Should be built and tested this spring so that it is usable this irrigation system. Deadline for it to be operational is beginning of May so that we have time for testing before June 15 irrigation season.



- H. Waterline Replacement Design (Mark Oberschmidt) – Attachment 4 – **04:24 pm**  
We've identified eight high-risk waterline projects, so we put out an RFP for design of the top three of those locations, and at City Council this month we awarded that design project to Ditesco. Two of the three projects go under Highway 85I; we would like to eliminate those two crossings. The design will give us the cost, and then look at funding later in the year to see what we can afford to build in 2022.

This process will continue as we work our way through the rest of the projects.

- I. Utility Master Plan (Mark Oberschmidt) – Attachment 5 – **04:26 pm**.  
This is more of a feasibility plan. We're doing a study to see what we can do south of the river. How much can we service the areas south of the river as far as both water and wastewater? We would need a lift station for wastewater. Where would we put it? Like Anne said, we're trying to grow in a smart way.

Anything we can do to stay under the water cap from Greeley, is great. Central Weld will probably have something similar in place if we contract with them. We are also going to update our entire water model. It's from 2016, and we don't even have the software to run it. That will be part of the study.

Question: Are they running the storm sewer cameras over at Hwy 85 today?

Answer: Yes, the pipe on the north side is in good shape. That's good news.

We'll see what the report says about the other one. Hopefully if there are things that need to be fixed, it can be done through a lining rather than a replacement. If it has to be replaced, that will put everything off at least a year. Hopefully we'll have the video early next week.

**04:33 pm – \*\*Motion to adjourn. Second. Passes unanimously.**



# Integrating Water Conservation into Land Use Guidelines

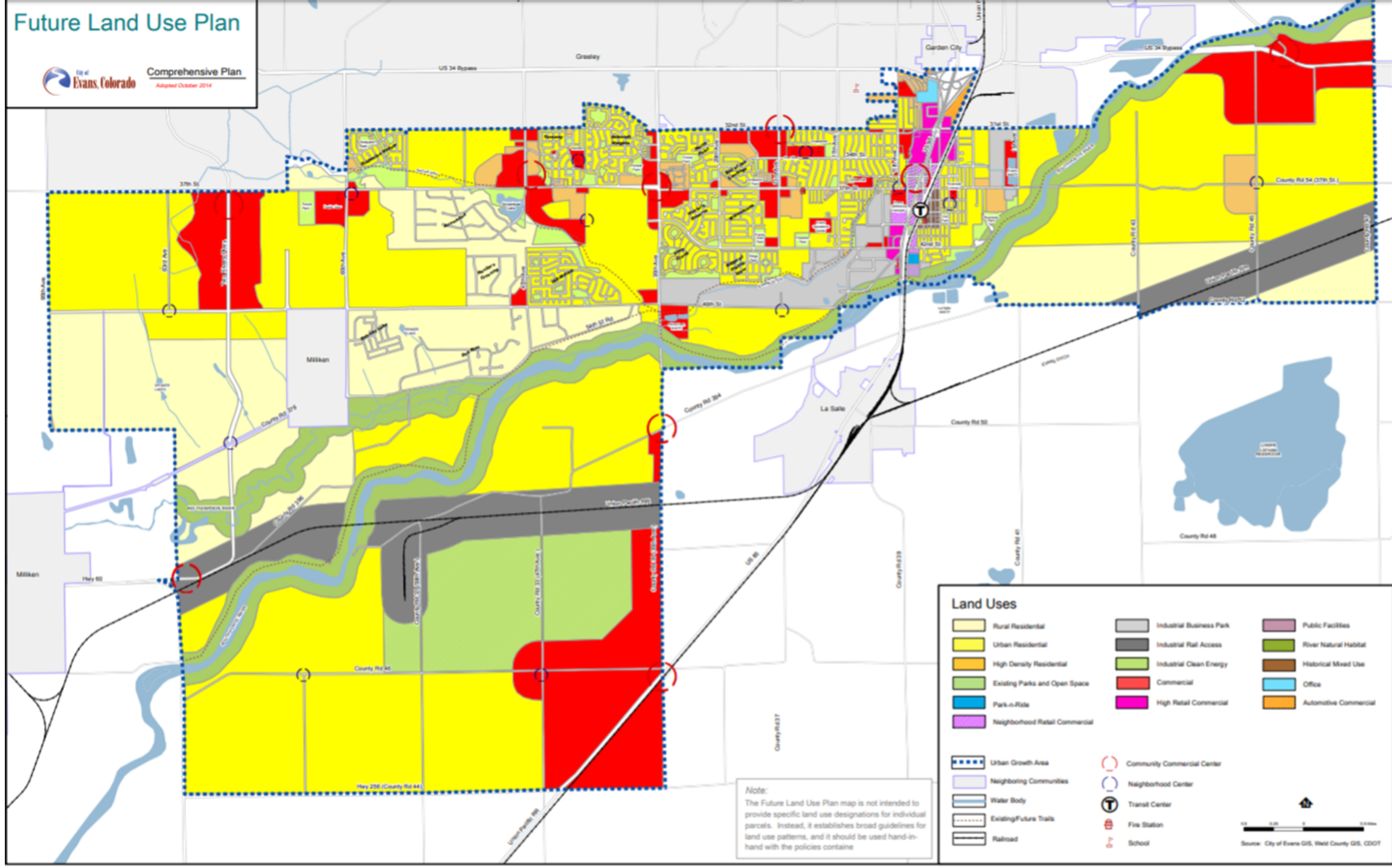
January 21, 2021



# Future Land Use Plan



**Comprehensive Plan**  
Adopted October 2014



**Note:**  
The Future Land Use Plan map is not intended to provide specific land use designations for individual parcels. Instead, it establishes broad guidelines for land use patterns, and it should be used hand-in-hand with the policies contained

### Land Uses

Rural Residential	Industrial Business Park	Public Facilities
Urban Residential	Industrial Rail Access	River Natural Habitat
High Density Residential	Industrial Clean Energy	Historical Mixed Use
Existing Parks and Open Space	Commercial	Office
Park-n-Ride	High Retail Commercial	Automotive Commercial
Neighborhood Retail Commercial		

Urban Growth Area	Community Commercial Center
Neighboring Communities	Neighborhood Center
Water Body	Transit Center
Existing/Future Trails	Fire Station
Railroad	School

Source: City of Evans GIS, Weld County GIS, CDOT

# PROCESS OVERVIEW

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## STEP 1

Vision defined – find your Why  
Common goals established  
Organizational & political  
support understood



## STEP 2

Identify opportunities and constraints  
Analyze policy  
Continue building support  
Ask and answer questions



## STEP 3

Involve others  
Develop concepts & supporting  
language  
Form Recommendations Report  
Test & cross-check for conflicts  
Continue building support



## STEP 4

Finalize language  
Present findings  
Incorporate suggestions  
Implement, test and continuously improve

# GOOD DEVELOPMENT IS A GOOD THING

- Water = limiting factor
- Decrease consumption
- Maximize stewardship
  - Protect community health
  - Enhance physical safety of the community
  - Preserve natural systems
- Cross-departmental collaboration





# IMPLEMENTATION STRATEGIES

- Partnerships
- Internal Support - champions
- Master Plan - actionable
- Land Use Code - implementation
- Physical commitment - non-potable water
- Amend symbiotic master plans/plans to reflect and reinforce vision
- Process for continuous improvement
  - Measure
  - Communicate success
  - Revise
  - Implement





# WEP IMMEDIATE IMPLEMENTATION First Splash

- System-wide Water Audits
  - Leak Detection and Repair Program
  - **Slow the Flow Residential Indoor Audits**
  - Slow the Flow Residential Irrigation Audits
  - Slow the Flow Commercial Irrigation Audits
  - **Rebates and Retrofit Program - Indoor**
  - Rebates and Retrofit Program - Outdoor
  - **Giveaways: Water Audit Kits**
  - Distribute Pre-Rinse Spray Heads to Restaurants and Institutions



# **WEP IMMEDIATE IMPLEMENTATION Bigger Splash**

- **Xeriscape**

- Incentives to change high water use areas - Garden in a Box idea
- Water use restrictions in Medians and Parking Lot Plantings
- Landscape Design Ordinance
- Xeriscape Demonstration Garden

- Master Plans/Water Supply Plans/Integrated Water Resource Plans/Capital Improvement Plans
- Irrigation System Standards for new developments
  - Irrigation System Standards for new development
- 10% lot restriction
- Sensors for Businesses
- Restrictive Covenants Ordinance
- Car Wash Standards
- Property Manager/HOA Education/Training



# City of Evans Community Development

Anne Best Johnson  
970-475-2228  
[abjohnson@evanscolorado.gov](mailto:abjohnson@evanscolorado.gov)



## Zoning Classification and Zoned Land in the City of Evans

Zoning District	Total Acreage (sq ft)	% of City Acreage	Acreage in Flood Plain (sq ft)	% of Acreage in Flood Plain	Acreage Platted (sq ft)	% of Acreage Platted	Acreage Developed (sq ft)	% of Acreage Developed	Acreage Not Platted (sq ft)	% of Acreage Not Platted	Acreage Undeveloped (sq ft)	% of Acreage Undeveloped
85-O	15.91	0.29%	0.00	0.00%	15.91	100%	15.91	100%	0	0%	0	0%
85-RC-A	11.93	0.21%	0.00	0.00%	0	0%	0	0%	0	0%	11.93	100%
85-RC-N	43.37	0.78%	0.00	0.00%	43.37	100%	43.37	100%	0	0%	0	0%
85-RC-R	84.47	1.52%	0.00	0.00%	84.47	100%	84.47	100%	0	0%	25.44	30%
AG	270.79	4.86%	179.60	66.32%	270.79	100%		0%	0	0%		0%
C-1	118.8	2.13%	0.00	0.00%	71.25	60%	25.11	21%	47.55	40%	93.69	79%
C-2	38.85	0.70%	0.00	0.00%	14.55	37%	11.55	30%	24.3	63%	27.3	70%
C-3	202.21	3.63%	0.00	0.00%	112.27	56%	65.64	32%	94.66	47%	136.57	68%
I-1	229.17	4.12%	122.57	53.48%	229.17	100%	140.97	62%	0	0%	88.2	38%
I-2	372.01	6.68%	22.36	6.01%	372.01	100%	84.51	23%	0	0%	287.5	77%
I-3	48.66	0.87%	0.00	0.00%	48.66	100%	48.66	100%	0	0%	0	0%
PF	33.89	0.61%	2.09	6.17%	33.89	100%	0	0%	0	0%	2.01	6%
PUD	2011.12	36.12%	1489.20	74.05%	343.47	17%	269.18	13%	1667.65	83%	1741.94	87%
RC	24.98	0.45%	0.00	0.00%	24.98	100%	24.98	100%	0	0%	0	0%
R1-E	291.26	5.23%	0.00	0.00%	130.89	45%	130.89	45%	160.37	55%	160.37	55%
R-1	1256.82	22.57%	71.53	5.69%	1155.47	92%	811.71	65%	101.35	8%	445.11	35%
R-2	197.56	3.55%	22.26	11.27%	180.78	92%	143.59	73%	16.78	8%	53.97	27%
R-3	259.85	4.67%	0.00	0.00%	114.37	44%	114.37	44%	145.48	56%	145.48	56%
RMFH	4.63	0.08%	0.00	0.00%	4.63	100%	4.63	100%	0	0%	0	0%
RMH	51.5	0.92%	0.20	0.40%	51.5	100%	31.05	60%	0	0%	20.45	40%
<b>Total</b>	<b>5567.78</b>		<b>1909.81</b>	<b>34.30%</b>	<b>3302.43</b>	<b>59.31%</b>	<b>2050.59</b>	<b>36.83%</b>	<b>2258.14</b>	<b>40.56%</b>	<b>3239.96</b>	<b>58.19%</b>

**FIRST AMENDMENT TO**  
**INTERGOVERNMENTAL AGREEMENT FOR SEWAGE TREATMENT SERVICES**

**BETWEEN THE CITY OF GREELEY, COLORADO**  
**AND THE CITY OF EVANS, COLORADO**

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR SEWAGE TREATMENT SERVICES ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_\_, by and between THE CITY OF GREELEY, COLORADO, a home rule municipality ("Greeley") and THE CITY OF EVANS, COLORADO, a home rule municipality ("Evans").

**Recitals**

WHEREAS, pursuant to C.R.S. § 29-1-203, governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to be provided by each of the cooperating or contracting units of government; and

WHEREAS, Greeley and Evans entered into that certain intergovernmental agreement dated October 1, 2002 ("2002 Sanitary Sewer IGA"), which set the terms and conditions by which Evans would provide sanitary sewer treatment services to customers within a portion of the Greeley service area commonly known as the Ashcroft Draw Drainage Basin; and

WHEREAS, Greeley and Evans have a continued common interest in cost-effectively combining their sanitary sewer demand and providing high-quality sanitary sewer treatment services sufficient to meet present and future needs for residential, commercial, and industrial uses in the general vicinity of the Ashcroft Draw Drainage Basin; and

WHEREAS, Greeley plans to construct a new lift station to assist in providing sanitary sewage treatment services to customers in portions of the Ashcroft Draw Drainage Basin, which it anticipates will accommodate 2.9 million gallons per day of peak flow at full build-out; and

WHEREAS, Greeley and Evans desire to establish terms and conditions by which they will coordinate the service of sanitary sewer customers in this area into the future; and

WHEREAS, Evans remains agreeable to providing sanitary sewage treatment services to customers in the Ashcroft Draw Drainage Basin until the Greeley Ashcroft Draw Sanitary Sewer Lift Station is constructed and able to facilitate service by Greeley in this area; and

WHEREAS, Greeley and Evans have reached an understanding regarding their continued coordination on sanitary sewer treatment services, and desire to reduce their understanding to writing;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Greeley and Evans agree as follows.

**Agreement**

1. Definitions. The terms used in this Agreement are defined as follows.

1.1 Evans. The City of Evans and any duly authorized representative thereof.

1.2 Evans Ashcroft Draw Sanitary Sewer Trunk Line. The sanitary sewer trunk line owned and operated by Evans that is located generally along the north side of the Ashcroft Draw from 49<sup>th</sup> Street northwesterly to 65<sup>th</sup> Avenue, as shown on the map attached hereto as Exhibit A.

1.3 Evans Consolidated Wastewater Treatment Facility. The wastewater treatment facility owned and operated by Evans that is located generally at 49<sup>th</sup> Street and 35<sup>th</sup> Avenue, which treatment facility was previously known as the Hill-N-Park wastewater treatment plant.

1.4 Evans Sanitary Sewer System. Interceptor sewers and all other sanitary sewer treatment facilities and infrastructure owned and operated by Evans.

1.5 Greeley. The City of Greeley and any duly authorized representative thereof.

1.6 Greeley Ashcroft Draw Sanitary Sewer Lift Station. The sanitary sewer lift station planned to be constructed, owned, and operated by Greeley in the SW ¼ of Section 21, Township 5 North, Range 66 West of the 6<sup>th</sup> P.M. in Weld County, the anticipated general location of which is shown on Exhibit A.

1.7 Greeley Ashcroft Draw Service Area. That certain geographical area within the city limits of Greeley to which Evans can provide sanitary sewer services via the Evans Ashcroft Draw Sanitary Sewer Trunk Line, as shown on Exhibit A.

2. Term of Agreement. The initial term of this Agreement commences on the date it is mutually executed by Greeley and Evans, and expires after a period of ten (10) years. Upon expiration of the initial ten-year term, the Agreement will automatically renew for successive terms of five (5) years each, unless terminated by either Greeley or Evans in accordance with section 20 below.

3. General Sanitary Sewer Treatment Services. Greeley and Evans anticipate further development and a corresponding demand for sanitary sewer services within the Greeley Ashcroft Draw Service Area, a geographic area now broader than contemplated by the 2002 Sanitary Sewer IGA that will be served in the future by the Greeley Ashcroft Draw Sanitary Sewer Lift Station. Greeley may deliver sanitary sewage produced by its customers within the Greeley Ashcroft Draw Service Area to the Evans Sanitary Sewer System, and Evans shall treat such sanitary sewage for Greeley, until the Ashcroft Draw Sanitary Sewer Lift Station is constructed and operational. Greeley may deliver such sanitary sewage via one or more terminal manholes at or close to the Greeley city limits, and Greeley and Evans shall mutually establish all such points of delivery in writing.

4. Issuance of Taps for General Sanitary Sewer Treatment Services. At the time this Agreement is executed, there are approximately 450 sanitary sewer taps in the Greeley Ashcroft Draw Service Area. From the execution of this Agreement, Greeley agrees that it will not issue more than 200 additional residential sanitary sewer taps within the Greeley Ashcroft Draw Service Area without providing advance written notice to Evans. Greeley shall provide such notice to Evans at least one year in advance of issuing any sanitary sewer taps beyond the cumulative total of 650 taps, so that Evans can plan for any necessary expansion of the Evans Sanitary Sewer System to accommodate increased demand. Greeley shall keep Evans apprised of annexations to Greeley within the Ashcroft Draw Drainage Basin, so that Evans can anticipate the need to treat sanitary sewage produced within the Greeley Ashcroft Draw Service Area, and plan for any necessary expansion of the Evans Sanitary Sewer System to accommodate increased demand.



5. System Development Charges. Greeley shall pay to Evans the following system development charges for general sanitary sewer treatment services provided pursuant to paragraph 3 above, until the Greeley Ashcroft Draw Sanitary Sewer Lift Station is constructed and operational. System development charges are not refundable.

5.1 For each new sanitary sewer tap installed in the Greeley Ashcroft Draw Service Area and served by Evans pursuant to paragraph 3 above, Greeley shall pay to Evans a monthly system development charge ("SDC") in the amount of 4.17 percent (i.e., one-twelfth of one-half) of the plant investment fee charged by Evans for sanitary sewer customers outside its own city limits at the time such tap is installed.

5.2 Greeley shall be responsible for the monthly SDC payments described in paragraph 5.1 above only until the Greeley Ashcroft Draw Sanitary Sewer Lift Station is constructed and operational, and only up to a maximum of twelve (12) monthly SDC payments for each new sanitary sewer tap installed in the Greeley Ashcroft Draw Service Area and served by Evans (i.e., a total maximum amount for each tap equal to one-half of the plant investment fee charged by Evans for sanitary sewer customers outside its city limits at the time such tap is installed).

5.3 In the event that the Greeley Ashcroft Draw Sanitary Sewer Lift Station is not constructed and operational within five (5) years from the execution of this Agreement, Greeley shall be responsible for twelve (12) additional monthly SDC payments to Evans for each new sanitary sewer tap installed in the Greeley Ashcroft Draw Service Area and served by Evans (i.e., a total maximum amount for each tap equal to the entire plant investment fee charged by Evans for sanitary sewer customers outside its city limits at the time such tap is installed).

6. Emergency and Operational Disruption Sanitary Sewer Treatment Services. After the Greeley Ashcroft Draw Sanitary Sewer Lift Station is constructed and operational, Greeley may deliver sanitary sewage produced by its customers within the Greeley Ashcroft Draw Service Area to the Evans Ashcroft Draw Sanitary Sewer Trunk Line in the event of an emergency or as otherwise contemplated by this section 6, and Evans shall treat such sanitary sewage for Greeley. Delivery of any such sanitary sewage after the Ashcroft Draw Sanitary Sewer Lift Station is constructed and operational will occur only in the event of an emergency or other event of operational necessity, including, without limitation, the disruption of power to, malfunction of, or shutdown for necessary maintenance of, the Greeley Ashcroft Draw Sanitary Sewer Lift Station. Failure by Greeley to construct the Greeley Ashcroft Draw Sanitary Sewer Lift Station within five (5) years, as contemplated by this Agreement, shall not constitute an emergency.

6.1 Greeley may deliver sanitary sewage to the Evans Ashcroft Draw Sanitary Sewer Trunk Line in the event of an emergency or operational disruption for up to four (4) hours without a requirement to obtain further authorization from Evans. Greeley shall provide notice of such an event to Evans as soon as reasonably practicable. The volume of sanitary sewage flow to be necessarily delivered by Greeley in such an event is estimated to be an average daily flow of 483,000 gallons. This figure is an estimate for planning purposes only and should not be construed as a limit on deliveries of sanitary sewage by Greeley beyond the Evans Sanitary Sewer System treatment capacity limitations described below, or as a contractual reservation of capacity in the Evans Sanitary Sewer System.

6.2 Greeley shall obtain further authorization from Evans to deliver sanitary sewage in the event of an emergency lasting longer than four (4) hours. Notwithstanding the standards for notice set forth in paragraph 18 below, such authorization may be requested by Greeley and granted by Evans verbally. Greeley shall provide the anticipated duration of the emergency event and

anticipated peak and daily volume of sanitary sewage flow to be necessarily delivered to Evans as soon as reasonably practicable.

6.3 Greeley shall obtain further authorization from Evans to deliver sanitary sewage in the event of a foreseeable operational disruption lasting longer than four (4) hours. Greeley shall make the request for such authorization in writing, providing a description of the operational disruption, the anticipated duration of the operational disruption, the anticipated peak and daily volume of sanitary sewage flow to be necessarily delivered, and the desired commencement and end dates for the deliveries. Evans shall respond to such a request within ten (10) days of receipt.

7. Treatment Capacity Before Lift Station Is Operational. Before the Greeley Ashcroft Draw Sanitary Sewer Lift Station is constructed and operational and at such time that the Evans Consolidated Wastewater Treatment Facility is using eighty (80) percent of its treatment capacity, or at such time that Evans reasonably determines that the Evans Consolidated Wastewater Treatment Facility will soon be at or over eighty (80) percent of its treatment capacity, Evans may limit the number of additional sanitary sewer taps that may be issued by Greeley before the facility will use ninety-five (95) percent of its treatment capacity. In such an event, Evans shall determine the total number of additional sanitary sewer taps that may be issued by both parties before the Evans Consolidated Wastewater Treatment Facility will use ninety-five (95) percent of its capacity. Evans may then issue up to seventy (70) percent, and Greeley may issue up to the remaining thirty (30) percent, of the total additional sanitary sewer taps that Evans determines issuable in compliance with the advance notice requirements in section 4 before the Evans Consolidated Wastewater Treatment Facility will use ninety-five (95) percent of its treatment capacity.

7.1 At such time that the Evans Consolidated Wastewater Treatment Facility is using ninety-five (95) percent of its capacity, or at such time that the Colorado Department of Public Health and Environment or other responsible agency directs Evans that it may not issue any additional sanitary sewer taps, Greeley shall also cease issuing additional sanitary sewer taps in the Greeley Ashcroft Draw Service Area unless otherwise permitted by the Colorado Department of Public Health and Environment or other responsible agency.

7.2 Greeley and Evans agree to cooperate to anticipate sanitary sewer treatment demand in the Ashcroft Draw Drainage Basin, and to plan for any resulting necessary expansion of the Evans Sanitary Sewer System to accommodate increased demand.

7.3 Evans shall make reasonable efforts to provide treatment capacity for sanitary sewage from Greeley, including reasonable efforts to expand the Evans Consolidated Wastewater Treatment Facility when the plant is at ninety-five (95) percent capacity. If Evans fails to commence such capacity expansion as described when the Evans Consolidated Wastewater Treatment Facility is at ninety-five (95) percent capacity, Greeley may build or expand upon such sanitary sewer treatment facilities at the current Evans Consolidated Wastewater Treatment Facility site at its own expense. However, nothing in this Agreement should be construed to grant to Greeley an ownership interest in the Evans Sanitary Sewer System. Evans shall credit any expenses borne by Greeley to construct the sanitary sewer facilities contemplated by this paragraph against amounts otherwise due and payable under this Agreement.

8. Rates. Greeley shall pay to Evans the following rates for sanitary sewer treatment services provided pursuant to this Agreement.

8.1 General Sanitary Sewer Treatment Services. Greeley shall pay rates for sanitary sewage delivered by Greeley and treated by Evans pursuant to paragraph 3 above, which rates shall

be consistent with those charged by Evans to its own customers. Greeley shall pay the flat monthly rate charged by Evans for sanitary sewage attributable to residential customers, and the applicable flow rate charged by Evans to similar customer classes for every 1,000 gallons of sanitary sewage attributable to commercial customers (e.g., the Class II commercial rate for schools, churches, warehouses and offices). Evans shall review and may adjust these rates annually in accordance with section 2.24.081 of the Evans Municipal Code, but shall keep the rates consistent with those charged by Evans for similar service to its own sanitary sewer customers. Rates for any commercial sanitary sewer accounts shall be based on actual water usage, as determined by Evans using an industry standard cost-of-service methodology.

8.2 Emergency and Operational Disruption Sanitary Sewer Treatment Services. Greeley shall pay a rate equal to the Evans Class II commercial rate for every 1,000 gallons of sanitary sewage delivered by Greeley and treated by Evans pursuant to section 6 above. Evans shall review and may adjust this rate annually, in accordance with section 2.24.081 of the Evans Municipal Code, but shall keep the rate consistent with that charged by Evans for similar service to its own sanitary sewer customers.

9. Billing and Payment. Greeley shall remain responsible for billing and collecting all applicable fees and rates from its sanitary sewer customers in the Greeley Ashcroft Draw Service Area, including, without limitation, plant investment fees.

9.1 System Development Charges. Greeley shall commence payment to Evans of the monthly SDC associated with each new sanitary sewer tap, as described in section 5 above, upon its receipt of a sanitary sewer plant investment fee from that customer. Greeley shall provide a monthly report to Evans summarizing all new sanitary sewer taps installed in the Greeley Ashcroft Draw Service Area and associated SDCs due, and remit payment to Evans for SDCs due within thirty (30) days after receipt from Evans of the invoices described in paragraph 9.2 below.

9.2 Usage Charges. Greeley shall collect the meter readings necessary to measure sanitary sewer treatment services provided pursuant to this Agreement, as described in section 8 above. These readings will determine the amounts owed to Evans for such services. Greeley shall submit meter readings for commercial customers and a residential customer count to Evans for General Sanitary Sewer Treatment Services monthly, and shall submit meter readings to Evans for total Emergency or Operational Disruption Sanitary Sewer Treatment Services within thirty (30) days after such services have concluded. Evans shall submit invoices to Greeley within thirty (30) days of receiving meter readings, and Greeley shall remit payment to Evans within thirty (30) days of receiving an invoice. Any invoiced amounts remaining due after such thirty-day period shall accrue interest at a rate of one (1) percent per month, or fraction thereof, during the period in which the invoice remains unpaid.

9. Greeley Ashcroft Draw Sanitary Sewer Lift Station Property. The Greeley Ashcroft Draw Sanitary Sewer Lift Station is planned to be constructed upon a parcel of real property identified as Parcel No. 095921300003 and located at 3695 65<sup>th</sup> Avenue, which parcel is currently in unincorporated Weld County ("Lift Station Property") and within the Long Range Expected Growth Area of the City of Greeley. Sanitary sewage produced on the Lift Station Property currently flows to the Evans Ashcroft Draw Sanitary Sewer Trunk Line, and its owner is an Evans customer. In the event that the Lift Station Property, as currently developed, annexes to the City of Greeley and its owner accordingly becomes a Greeley customer, Greeley may continue to deliver sanitary sewage produced thereon to the Evans Ashcroft Draw Sanitary Sewer Trunk Line after the Greeley Ashcroft Draw Sanitary Sewer Lift Station is constructed and operational. Greeley shall pay rates to Evans for the service of sanitary sewage produced on the Lift Station Property as currently developed as set forth in paragraph 8.1 above.

10. Industrial Pretreatment. Greeley shall continue to operate and enforce an industrial pretreatment program approved by the Environmental Protection Agency to prevent any discharge of sanitary sewage into the Evans Sanitary Sewer System in a manner inconsistent with applicable legal or regulatory authority.

11. Dominion and Control of Water. Greeley shall maintain dominion and control of its water in the sanitary sewer that is generated within the city limits of Greeley and delivered by Greeley into the Evans Sanitary Sewer System. Greeley acknowledges that a portion of its water in sanitary sewer delivered to the Evans Sanitary Sewer System pursuant to this Agreement may be consumed prior to discharge due to treatment or evaporation, and that Evans cannot guarantee that any specific percentage of the water in the sanitary sewer delivered by Greeley will be discharged after treatment in the Evans Sanitary Sewer System.

12. Maintenance of Infrastructure. Greeley and Evans shall each maintain, repair, replace, and rehabilitate the sanitary sewer infrastructure that each municipality respectively owns and operates.

13. Sanitary Sewer Metering. Greeley shall purchase, construct, install, and maintain any metering stations and associated facilities necessary to meter the general and emergency sanitary sewer treatment services provided pursuant this Agreement.

14. Acquisition of Right of Way. Greeley shall bear sole responsibility for the acquisition of any property interests necessary for the construction, operation, and maintenance of emergency collection lines from the Greeley Ashcroft Draw Sanitary Sewer Lift Station.

15. Permitting. Greeley shall bear sole responsibility for obtaining any local, state, or federal approvals necessary prior to or during the construction of emergency collection lines from the Greeley Ashcroft Draw Sanitary Sewer Lift Station.

16. No Public Utilities Commission Regulation. Greeley and Evans, including their employees and elected or appointed officials, shall not assert nor support any statement, policy, petition, rule-making, or legislative attempt to place the Greeley or Evans sanitary sewer treatment systems under the authority or jurisdiction of the Colorado Public Utilities Commission by virtue of this Agreement or otherwise.

17. Notice. Greeley and Evans shall give any notice required under this Agreement using the contact information listed below. Such notice is adequate if (a) hand-delivered or (b) provided by certified mail, return receipt requested. Greeley and Evans shall promptly notify the other party if the appropriate contact information for notice changes.

For the City of Greeley:

City of Greeley Water and Sewer Department  
Attn: Director of Water and Sewer  
1001 11<sup>th</sup> Avenue, Second Floor  
Greeley, Colorado 80631

With copy to:

City of Greeley City Attorney's Office  
Attn: Environmental and Water Resources  
1100 10<sup>th</sup> Street, Suite 401  
Greeley, Colorado 80631

For the City of Evans:

City of Evans Public Works Department

Attn: Assistant City Manager  
1100 37<sup>th</sup> Street  
Evans, Colorado 80620

With copies to: City of Evans Wastewater Department  
Attn: Robby Porsch  
1100 37<sup>th</sup> Street  
Evans, Colorado 80620

Evans City Attorney  
Attn: Scotty P. Krob  
8400 E. Prentice Ave, Penthouse  
Greenwood Village, CO 80111

18. Indemnification and Liability. Greeley and Evans are public entities, as that term is defined pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. Nothing in this Agreement should be construed to limit or alter the benefits and responsibilities to which either Greeley or Evans is entitled pursuant to the Colorado Governmental Immunity Act. Greeley and Evans respectively shall defend any and all claims for injuries or damages, in accordance with the requirements and limitations of the Colorado Governmental Immunity Act, that occur as a result of the negligent or intentional acts or omissions of its own officers, agents, employees, or assigns. Greeley and Evans respectively shall be responsible for any and all liability for injuries or damages caused by any negligent acts or omissions of its own officers, employees, agents, and assignees performing functions or activities upon the property of the other party. Greeley and Evans respectively shall provide adequate workmen's compensation insurance for all of its own employees, agents and assigns engaged in activities and functions upon the property of the other party. Upon request from the other party, Greeley and Evans shall each furnish to the other current certificates of insurance stating that the coverages outlined above are in full force and effect.

19. Default and Termination; Waiver. In the event either Greeley or Evans fails to comply with the terms and conditions of this Agreement, such failure constitutes a default of this Agreement and the non-defaulting party may give notice of the perceived default in accordance with paragraph 18 above. The defaulting party is then entitled to a period of ninety (90) days from receipt of the notice within which to cure the default, and may invoke the provisions regarding dispute resolution set forth in paragraph 23 below. Upon the cure of any such default during this period, this Agreement remains in full force and effect.

20.1 If any declared default remains uncured after the ninety-day cure period described above, or after any extension of the cure period mutually agreed to by the parties, the non-defaulting party may terminate this Agreement with an advance notice of one (1) year to the defaulting party. Nothing in this Agreement should be construed to limit either party from seeking damages or pursuing available remedies upon the termination of this Agreement for default, including the recovery of reasonable costs and attorneys' fees.

20.2 Notwithstanding the foregoing, Greeley or Evans may terminate this Agreement, in the absence of default, for any or no reason whatsoever, by providing an advance notice of termination to the other party of two (2) years. Termination under this Subsection 20.2 shall be effective two (2) years after the date that notice of such termination is provided under paragraph 18 above.

19.3 The failure of either Greeley or Evans to declare a default does not establish a precedent nor constitute an implied waiver of any subsequent breach of the terms and conditions in this Agreement. Any such waiver of breach must be made explicitly in writing.

20. Jurisdiction and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Proper venue for any dispute arising out of this Agreement is the Weld County District Court.

21. Third Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action related thereto, are strictly reserved to Greeley and Evans. Nothing in this Agreement should be construed to allow any claim, right, or cause of action by any person or entity not a party to this Agreement. Any person or entity other than Greeley or Evans that receives a service or benefit under this Agreement is an incidental beneficiary only.

22. Dispute Resolution. Prior to the commencement of litigation, Greeley and Evans shall make reasonable efforts in good faith to negotiate and resolve any dispute that arises out of this Agreement (a) first at the staff level, and then (b) through the Water and Sewer Boards and City Councils for both municipalities. Procedures for such negotiation and resolution shall be established by mutual agreement in writing at that point in time, and may include the use of outside mediators if deemed appropriate. Any agreement for negotiation and resolution of disputes pursuant to this paragraph must be within the legal authority held by Greeley and Evans pursuant to the Colorado Revised Statutes, their respective city charters, and respective municipal codes. Notwithstanding any term in this Agreement to the contrary, Greeley and Evans agree that the provisions for dispute resolution in this paragraph do not apply to the authority granted to the City of Greeley Water and Sewer Board by Section 17-4 of the Greeley City Charter, which authority includes, but is not limited to, the authority to establish minimum water and sewer rates.

23. Integration and Amendment. This Agreement constitutes a complete integration of the understandings and agreement between Greeley and Evans with respect to the subject matter herein, and supersedes the 2002 Sanitary Sewer IGA in its entirety. This Agreement is not intended, and shall not be construed, to amend the existing and separate 2011 IGA between Evans and Greeley regarding emergency sewage treatment services for the T-Bone Sewage Lift Station, dated June 7, 2011. No representations, negotiations, or warranties, express or implied, exist between Greeley and Evans except as explicitly set forth in this Agreement. This Agreement may only be amended in a writing duly authorized and executed by Greeley and Evans.

24. Counterparts. The parties may execute this Agreement in counterparts, each of which and the combination of which when signed by both Greeley and Evans may be deemed original and together constitute a single contract.

IN WITNESS WHEREOF, the City of Greeley and the City of Evans have authorized and executed this First Amendment to Intergovernmental Agreement for Sewage Treatment Services on the date set forth above.

**THE CITY OF GREELEY,**  
a Colorado home rule municipality



By: \_\_\_\_\_  
City Manager

**Approved as to Legal Form:**

**As to Availability of Funds:**

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Director of Finance

**THE CITY OF EVANS**  
a Colorado home rule municipality

**Attest:**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

**Approved as to Substance:**

**Approved as to Legal Form:**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
City Attorney

# Exhibit A: Ashcroft Draw Sanitary Sewer Reference Map









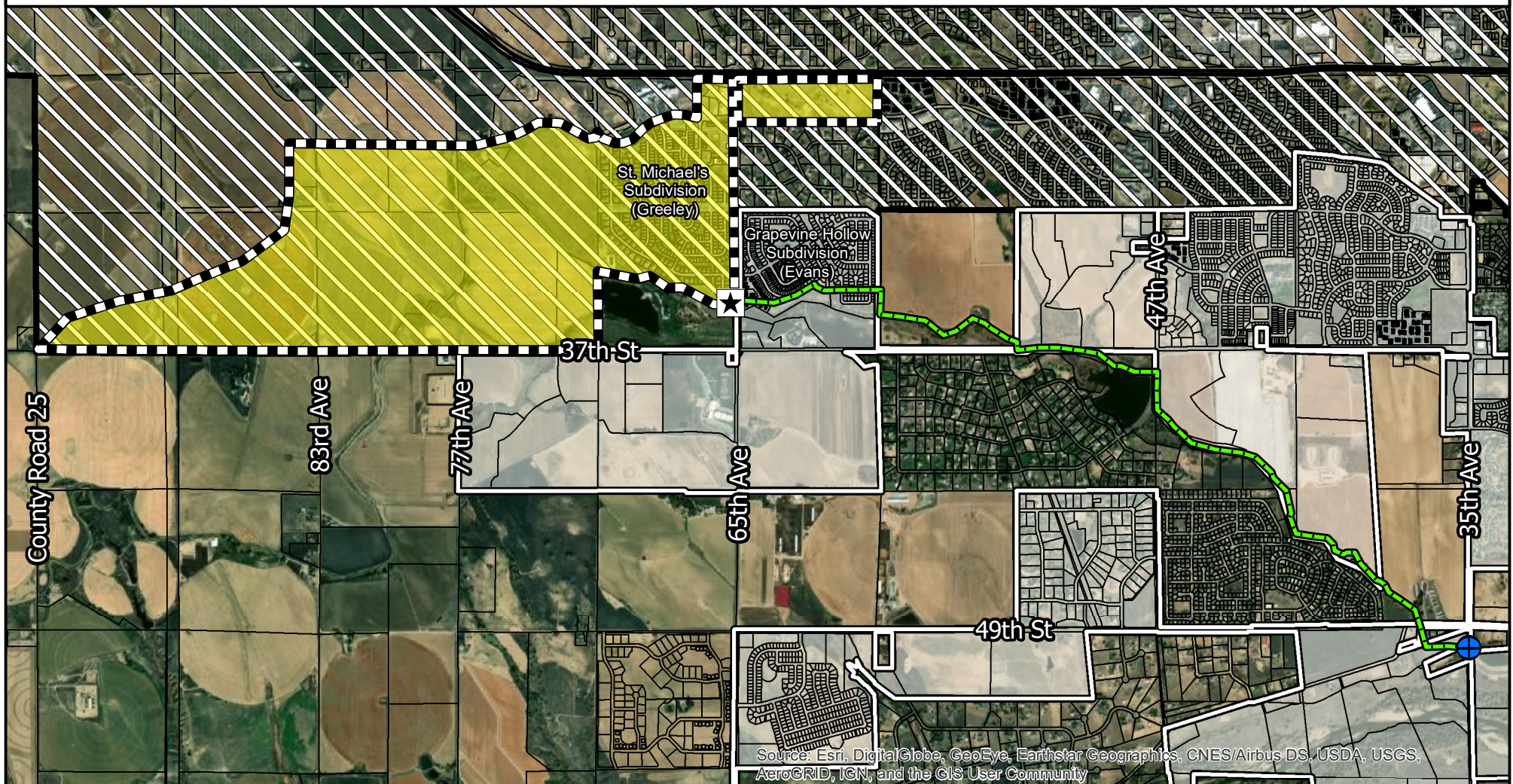
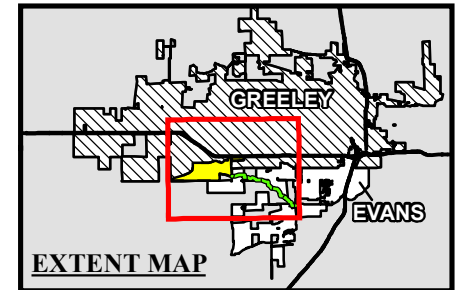
0 0.25 0.5 1 Miles

Date: 6/25/2020

By: Greeley Water & Sewer Department

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-  Evans City Limits
-  Evans Ashcroft Draw Sanitary Sewer Trunk Line
-  Evans Wastewater Treatment Facility
-  Greeley City Limits
-  Greeley Ashcroft Draw Sanitary Sewer Lift Station
-  Greeley Ashcroft Draw Service Area



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community